IV. Instructions for Owners and Operators of Treatment, Storage, and Disposal Facilities

Item 18. Discrepancy

Item 18a. Discrepancy Indication Space

- 1. The authorized representative of the designated (or alternate) facility's owner or operator must note in this space any discrepancies between the waste described on the Mianifest and the waste actually received at the facility. Manifest discrepancies are: significant differences (as defined by §§ 264.72(b) and 265.72(b)) between the quantity or type of hazardous waste designated on the manifest or shipping paper, and the quantity and type of hazardous waste a facility actually receives, rejected wastes, which may be a full or partial shipment of hazardous waste that the TSDF cannot accept, or container residues, which are residues that exceed the quantity limits for "empty" containers set forth in 40 CFR 261.7(b).
- 2. For rejected loads and residues (40 CFR 264.72(d), (e), and (f), or 40 CFR 255.72(d), (e), or (f)), check the appropriate box if the shipment is a rejected load (i.e., rejected by the designated and/or alternate facility and is sent to an alternate facility or returned to the generator) or a regulated residue that cannot be removed from a container. Enter the reason for the rejection or the inability to remove the residue and a description of the waste. Also, reference the manifest tracking number for any additional manifests being used to track the rejected waste or residue shipment on the original manifest tracking number in Item 14, the Special Handling Block and Additional Information Block of the additional manifests.
- 3. Owners or operators of facilities located in unauthorized States (i.e., states in which the U.S. EPA administers the hazardous waste management program) who cannot resolve significant differences in quantity or type within 15 days of receiving the waste must submit to their Regional Administrator a letter with a copy of the Manifest at issue describing the discrepancy and attempts to reconcile it (40 CFR 264.72(c) and 265.72(c)).
- 4. Owners or operators of facilities located in authorized States (i.e., those States that have received authorization from the U.S. EPA to administer the hazardous waste management program) should contact their State agency for information on where to report discrepancies involving "significant differences" to state officials.

Item 18b. Alternate Facility (or Generator) for Receipt of Full Load Rejections.

Enter the name, address, phone number, and EPA Identification Number of the Alternate Facility which the rejecting TSDF has designated, after consulting with the generator, to receive a fully rejected waste shipment. In the event that a fully rejected shipment is being returned to the generator, the rejecting TSDF may enter the generator's site information in this space. This field is not to be used to forward partially rejected loads or residue waste shipments.

Item 18c. Alternate Facility (or Generator) Signature

The authorized representative of the alternate facility (or the generator in the event of a returned shipment) must sign and date this field of the form to acknowledge receipt of the fully rejected wastes or residues identified by the initial TSDF.

Item 19. Hazardous Waste Report Management Method Codes

Enter the most appropriate Hazardous Waste Report Management Method code for each waste listed in Item 9. The Hazardous Waste Report Management Method code is to be entered by the first treatment, storage, or disposal facility (TSDF) that receives the waste and is the code that best describes the way in which the waste is to be managed when received by the TSDF.

Item 20. Designated Facility Owner or Operator Certification of Receipt (Except As Noted in Item 18a)

Enter the name of the person receiving the waste on behalf of the owner or operator of the facility. That person must acknowledge receipt or rejection of the waste described on the Manifest by signing and entering the date of receipt or rejection where indicated. Since the Facility Certification acknowledges receipt of the waste except as noted in the Discrepancy Space in Item 18a, the certification should be signed for both waste receipt and waste rejection, with the rejection being noted and described in the space provided in Item 18a. Fully rejected wastes may be forwarded or returned using Item 18b after consultation with the generator. Enter the name of the person accepting the waste on behalf of the owner or operator of the alternate facility or the original generator. That person must acknowledge receipt or rejection of the waste described on the Manifest by signing and entering the date they received or rejected the waste in Item 18c. Partially rejected wastes and residues must be re-shipped under a new manifest, to be initiated and signed by the rejecting.

TAC EPA 01181

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BEFORE USING SAFETY-KLEEN SOLVENTS, CLEANING SOLUTIONS OR EQUIPMENT, READ ALL APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS), LABELS, AND INSTRUCTIONS. IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CONTACT YOUR LOCAL SAFETY-KLEEN SERVICE CENTER OR CALL 1-800-669-5740.

- A. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER AND C. PAINT GUN CLEANER SERVICES. The following three paragraphs A. 1-3. apply only where Safety-Kleen furnishes its Parts Cleaner or Paint Cleaner Services to Custamer.
 - 1. Satety-Kleen agrees to collect for reclamation from Customer the used solvent supplied by Safety-Kleen to parts or paint gun cleaner machine(s). Collection of the used solvent shall be on a periodic basis as otherwise provided herein. Safety-Kleen shall reclaim the used solvent for redelivery. Safety-Kleen has the capacity and is permitted to accept, store and/or reclaim the spent solvents provided to Customer hereunder. Safety-Kleen and Customer agree that this agreement is intended to satisfy the requirements of 40 Code of Federal Regulations 262.20(e), as amended, and any state regulations which implement said provision. Customer agrees to keep this form on file for 3 years from the date of last service.
 - 2. Customer agrees that it will not introduce any substance into the solvent or aqueous cleaning solution, including without limitation any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the machine. Customer further agrees that it will not clean parts/paint guns that have been contaminated with or otherwise introduce polychlorinated biphenyls (PCBs), herbicides, pesticides, dioxins or listed hazardous wastes into the solvent or aqueous cleaning solution.
 - 3. If Safety-Kleen provides its Nonhazardous Parts Cleaner or Paint Gun Cleaner Services to Customer, Customer represents, warrants and certifies that the solvent or aqueous solution collected by Safety-Kleen hereunder has not been mixed, combined or otherwise blended in any quantity with any material that would render the solvent or aqueous cleaning solution hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents warrants and certifies that such solvent or aqueous cleaning solution was generated in the same process that generated the waste solvent or aqueous cleaning solution that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its waste solvent or aqueous cleaning solution analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is
- B. PROVISION APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER, PAINT GUN CLEANER AND IMAGING SERVICES. The following paragraph B. 1 applies only where Safety-Kleen furnishes its Parts Cleaner, Paint Gun Cleaner or imaging Services to Customer:
 - 1. Customer acknowledges placement of the parts cleaner units(s), immersion cleaner unit(s), paint gun cleaner unit(s), metallic replacement compliance system(s) and/or electrolytic unit(s) set forth on the face of the Safety-Kleen Placement Form which was executed by Customer. Safety-Kleen agrees to service and maintain its equipment, and Customer agrees that all servicing, repair and maintenance of such equipment shall be performed only by Safety-Kleen. Except as provided below for on-site disposal of aqueous cleaning solutions, all Safety-Kleen equipment, solvents and aqueous cleaning solutions shall remain the property of Safety-Kleen and shall be returned to Safety-Kleen upon termination of service. Customer agrees to pay for replacement of such equipment due to E. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S DRY CLEANING SERVICE. loss or damage. All Customer owned equipment shall be serviced by Safety-Kleen, but shall be maintained and repaired by and remain the property of Customer.

In the event Customer elects to dispose of aqueous cleaning solutions provided hereunder at Customer's site, title to such solutions shall pass to Customer upon such disposal. In such event, Customer (a) represents and warrants that such on-site disposal complies with all applicable laws. regulations and orders and (b) agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, contamination and cleanup and any remedial actions under the Comprehensive Environmental Response. Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may incur, become responsible for, or suffer by reason of such disposal of aqueous cleaning solutions provided hereunder at Customer's site.

- PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY, F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICES. The IMAGING SERVICES AND OTHER WASTE HANDLING AND DISPOSAL SERVICES. The following two paragraphs C. 1-2 apply where Safety-Kleen furnishes its Fluid Recovery, Imaging Services or any other handling or disposal Services to Customer for which a Material Profile is required:
- 1. In accordance with the Agreement by and between Customer and Safety-Kleen, which is incorporated herein by this reference, Customer represents, warrants and hereby re-certifies to Salety-Kleen that all waste materials (the "Waste Materials") tendered by Customer to Safety-Kleen will conform to the description of such Waste Materials contained in the Material Profile that was submitted by Customer for such Waste Materials and the Material Profile Report which bears the Profile or Reference number associated with that particular stream of Waste Materials. Customer recertifles that no material change has occurred either in the characteristics of the Waste Materials or the process generating the Waste Materials. Customer acknowledges and agrees that the Waste Materials, as well as any nonconforming Waste Materials, shall be handled in accordance with the terms of the aforementioned Agreement.
- 2. If Safety-Kleen provides its Nonhazardous Fluid Recovery Service to Customer hereunder, Customer represents, warrants and certifies that the Waste Materials collected by Safety-Kleen (a) were produced in the same process that produced the waste materials described in said Material Profile/Material Profile Report and (b) have not been mixed, combined or otherwise blended in any quantity with any material which would render the Waste Materials hazardous under applicable law, including without limitation 40 CFR Part 261.
- D. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PAINT WASTE SERVICE. The following four paragraphs D. 1-4 apply only where Safety-Kleen furnishes its Paint Waste Service to Customer:
 - 1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all paint thinners, solvents and paints ("Paint Waste") generated by Customer and tendered to Safety-Kleen. Customer represents and warrants that all Paint Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.
 - 2. Customer agrees that Paint Waste that is not pumpable or has six inches or more of settled solids will be subject to additional charges.
 - 3. All storage equipment and containers provided by Safety-Kleen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.
 - 4. If Safety-Kleen provides its Nonhazardous Paint Waste Service to Customer hereunder, Customer represents, warrants and certifies that the Paint Waste collected by Safety-Kleen has not been mixed, combined or otherwise blended in any quantity with any material that would render the Paint Waste hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such Paint Waste was produced in the same process that produced the Paint Waste that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its paint waste stream analyzed by Safety-Kleen, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.
- The following two paragraphs E. 1-2 apply only where Safety-Kleen furnishes its Dry Cleaning Service to Customer:
- 1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all dry cleaning filter cartridges, filter powder and still residues containing perchloroethylene, petroleum naphtha or triflurotrichloroethane dry cleaning solvents ("Dry Cleaning Waste") generated by Customer and tendered to Safety-Kleen in accordance with all applicable laws and regulations. Customer agrees to store its Dry Cleaning Waste in containers provided by Safety-Kleen and agrees not to mix its different streams of Dry Cleaning Waste together or with other materials. Customer represents and warrants that all Dry Cleaning Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.:
- remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.

- following six paragraphs F. 1-6, apply to all Safety-Kleen Services:
- 1. Safety-Kleen agrees to indemnify, hold harmless and defend Customer from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable altorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Customer may incur, become responsible for, or suffer by reason of: (a) Safety-Kleen's breach of any representation, warranty, term or provision of this Agreement or (b) the negligence, intentional misconduct or violation of law of Safety-Kleen, its employees, agents, or subcontractors in the performance of this Agreement.

Customer agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses, damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable obsts of investigation, containment, and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may, incur, become responsible for, or suffer by reason of: (a) Customer's breach of any representation, warranty, term or provision of this Agreement (b) the negligence, intentional misconduct or violation of law of Customer, its employees, agents, or subcontractors in the performance of this Agreement.

In the event that any claims, penalties, losses, damages, costs, expenses and other liabilities referred to above are contributed to by the breach of contract, negligence, intentional misconduct or violation of law of both Safety-Kleen and Customer, the parties agree that all such claims, penalties, losses, damages, costs, expenses and other liabilities shall be apportioned among the parties on the basis of their comparative degrees

- 2. Customer certifies that all materials tendered to Safety-Kleen are properly classified, described, packaged, marked and labeled and are in proper condition for transportation in accordance with applicable regulations of the Department of Transportation.
- 3. Customer agrees that service hereunder will continue until Customer or Safety-Kleen terminates service, If Customer is a party to a One or Two Year Service Agreement or Exclusive Service/Guaranteed Pricing with Safety-Kleen, the parties may only terminate service as provided in such agreement. If Customer is not a party to such an agreement, either party may terminate by furnishing the other party with sixty (60) days prior written notice thereof.
- 4. Customer shall pay Safety-Kleen according to Safety-Kleen's standard price schedules, which schedules are subject to change by Safety-Kleen from time to time without notice; provided, however, that in the event Customer has entered into Safety-Kleen's One or Two Year Service Agreement or Guaranteed Pricing/Exclusive Service Agreement, prices will be as set forth in such agreement. Prices do not include any applicable sales tax. All amounts due Safety-Kleen are subject to an interest charge of the lesser of 11/2% per month (18% per annum) or the maximum rate allowed by law on any unpaid invoices that are not paid within thirty (30) days.
- 5. If any legal action is commenced because of an alleged dispute, breach, default, or misrepresentation, the prevailing party shall be entitled to recover attorney's fees and costs (including costs of collection), in addition to any other relief to which it may be entitled.
- 6. In the event the credit card issuer refuses to accept the credit card charge for this transaction set forth on the front of this document, Safety-Kleen is authorized to charge the amount of this transaction to Customer's Safety-Kleen account.

Safety-Kleen, its agents and contractors, have the capacity, and are authorized 2. All storage equipment and containers provided by Safety-Kleen shall be and and permitted, in accordance with all applicable laws and regulations, to transport, accept, store, reclaim and/or dispose of the wastes listed on this document. **TAC EPA 01183**

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BEFORE USING SAFETY-KLEEN SOLVENTS, CLEANING SOLUTIONS OR EQUIPMENT, READ ALL APPLICABLE MATERIAL SAFETY DATA SHEETS (MSDS), LABELS, AND INSTRUCTIONS. IF YOU HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION, PLEASE CONTACT YOUR LOCAL SAFETY-KLEEN SERVICE CENTER OR CALL 1-800-669-5740.

- PAINT GUN CLEANER SERVICES. The following three paragraphs A. 1-3. app'v only where Safety-Kloon furnishes its Parts Cleaner or Paint Cleaner Scivicos to Custemer:
- Suffity Klash agrices to collect for reclamation from Customer the used solvent supplied by Safety Kleen to parts or paint our cleaner machine(s). Collection of the used solvent shall be on a periodic basis as otherwise provided herein. Saloty-Klean shall reclaim the used solvent for redelivery. Safety-Kleen has the capacity and is permitted to accept, stere and/or reclaim the spent solvents provided to Customer hereunder. Safety-Kleen and Customer agree that this agreement is intended to satisfy the recisirements of 40 Code of Federal Regulations 262.20(e), as amended, and any state regulations which implement said provision. Customer agrees to keep this form on file for 3 years from the date of last service.
- Customer agrees that it will not introduce any substance into the solvent or aqueous cleaning solution, including without limitation any hazardeus waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the macrine. Customer further agross that it will not clean parts/paint guns that have been contaminated with or etherwise introduce polychlorinated biphenyls (PCBs), harbicides, posticides, dioxins or listed hazardous wastes into the solvent or acueous bloaning solution.
- If Safety-Kleen provides as Nonhazardous Parts Cleaner or Paint Gun. Cleaner Services to Customer, Customer represents, warrants and certifies that the solvent or aqueous solution collected by Safety-Kleen horounder has not been mixed, combined or otherwise blended in any quantity with any material that would render the selvent or aqueous cleaning solution hazardous under applicable law, including without limitation 40 CFR Part 251. Customer further represents warrants and certifies that such solvent or aductous cleaning solution was generated in the same process that generated the waste solvent or aqueous cleaning solution that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (h) in the event Customer qualifies and has clotted not to have its waste solvent or aqueous cleaning solution analyzed by Safety Kleen, analyzed or otherwise investigated by Customer to support Customer's confication that such waste stream is conhazardous.
- B. PROVISION APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER, PAINT GUN CLEANER AND IMAGING SERVICES. The following paragraph B. 1 applies only where Salety-Kleen furnishes its Parts Cleaner, Paint Gun Cleaner or imaging Services to Customen.
 - Customer acknowledges placement of the parts cleaner units(s). immersion cleaner unit(s), paint gun cleaner unit(s), metallic replacement compliance system(s) and/or electrolytic unit(s) set forth on the face of the Salety-Kleen Placement Form which was executed by Customer. Salety-Klosh agrees to service and maintain its equipment, and Customer agrees that all servicing, repair and maintenance of such equipment shall be pe formed only by Safety-Kleen. Except as provided below for on-site disposal of aqueous cleaning solutions, all Safety-Kleen equipment, solvents and aqueous cleaning solutions shall remain the property of Safety-Kleen and shall be returned to Safety-Kleen upon termination of service. Customer agrees to pay for replacement of such equipment due to E. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S DRY CLEANING SERVICE. loss or damage. All Customer-owned equipment shall be serviced by Safety-Kleen, but shall be maintained and repaired by and remain the property of Customer.

In the event Customer plects to dispose of aqueous cleaning solutions provided hereunder at Customer's site, title to such solutions shall pass to Castomer upon such disposal, in such event, Customer (a) represents and warrants that such on-site disposal complies with all applicable laws. regulations and orders and (b) agrees to indemnify, hold harmless and defend Safety-Kleen from and against any and all claims, penalties, losses. damages, costs, expenses and other liabilities of whatever nature (including without limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, contamination and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may incur, become responsible for, or suffer by reason of such disposal of aqueous cleaning solutions provided hereunder at Customer's site.

- A PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PARTS CLEANER AND C. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S FLUID RECOVERY, F. PROVISIONS APPLICABLE TO ALL SAFETY-KLEEN SERVICES, THE IMAGING SERVICES AND OTHER WASTE HANDLING AND DISPOSAL SERVICES. The following two paragraphs C. 1-2 apply whore Safety-Kleen furnishes its Fluid Recovery, Imaging Services or any other handling or disposal Services to Customer for which a Material Profile is required:
 - 1. In accordance with the Agreement by and between Customer and Safety-Kleen, which is incorporated herein by this reference, Customer represents, warrants and hereby re-certifies to Safety-Kleen that all waste materials (the "Waste Materials") tendered by Customer to Safety-Kleen will conform to the description of such Waste Materials contained in the Material Profile that was submitted by Customer for such Waste Materials and the Material Profile Report which bears the Profile or Reference number associated with that particular stream of Waste Materials. Customer recertifies that no material change has occurred either in the characteristics of the Wasto Materials or the process generating the Waste Materials. Customer acknowledges and agrees that the Waste Materials, as well as any nonconforming Waste Materials, shall be handled in accordance with the terms of the aforementioned Agreement.
 - If Safety-Kleon provides its Northazardous Fluid Recovery Service to Customer hereunder, Customer represents, warrants and certifies that the Waste Materials collected by Safety-Kleen (a) were produced in the same process that produced the waste materials described in said Material Profile Material Profile Report and (b) have not been mixed, combined or otherwise blended in any quantity with any material which would render the Waste Materials hazardous under applicable law, including without limitation 40 CFR Part 261.
 - D. PROVISIONS APPLICABLE TO SAFETY-KLEEN'S PAINT WASTE SERVICE. The following four paragraphs D. 1-4 apply only where Safety-Kleen furnishes its Paint Waste Service to Customer:
 - 1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all paint thinners, solvents and paints ("Paint Waste") generated by Customer and tendered to Safety-Kleon, Customer represents and warrants that all Paint Waste tendered by Customer to Safety-Kleen will conform to the DOT description of such waste contained on the face of this Solvice and Sales
 - 2. Customer agrees that Paint Waste that is not pumpable or has six inches or more of sattled solids will be subject to additional charges.
 - 3. All storage equipment and containers provided by Safety-Kieen shall be and remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kleen in good repair and condition.
 - 4. If Safety-Kleen provides its Nonhazardous Paint Waste Service to Customar hereunder, Customer represents, warrants and cortifies that the Paint Waste collected by Safety-Kieen has not been mixed, combined or otherwise blended in any quantity with any material that would render the Paint Waste hazardous under applicable law, including without limitation 40 CFR Part 261. Customer further represents, warrants and certifies that such Paint Waste was produced in the same process that produced the Paint Waste that was: (a) sampled and analyzed by Safety-Kleen to qualify the waste stream for nonhazardous treatment; or (b) in the event Customer qualifies and has elected not to have its paint waste stream analyzed by Safety-Khon, analyzed or otherwise investigated by Customer to support Customer's certification that such waste stream is nonhazardous.
 - The following two paragraphs E. 1-2 apply only where Safety-Kleen furnishes its Dry Cleaning Service to Customer:
 - 1. Safety-Kleen agrees to collect, transport, recycle and/or dispose of, in accordance with all applicable laws and regulations, all dry cleaning filter cartridges, filter powder and still residues containing perchloroethylene, petroleum naphtha or triflurotrichloroathane dry cleaning solvents' ("Dry Cleaning Waste') generated by Customer and tendered to Safety Kleen in accordance with all applicable laws and regulations. Customer agrees to store its Dry Cleaning Waste in containers provided by Safety-Kleen and agrees not to mix its different streams of Dry Cleaning Waste together or with other materials. Customer represents and warrants that all Dry Cleaning Waste tendered by Customer to Safety Kloon will conform to the DOT description of such waste contained on the face of this Service and Sales Acknowledgment.
 - remain the property of Safety-Kleen, and, upon termination of service, shall be returned to Safety-Kieen in good repair and condition,

- following six paragraphs F. 1-6, apply to all Safety-Kloon Services:
- 1. Safety-Kleen agrees to indemnify, hole harmicss and defend Customer from and against any and all claims, panalities, lessos, damages, costs. exponses and other latibles of otherway nature judicking national Emitation costs of defense, settlement and masonoble oftency Consultant or other professional fees and the reasonable costs of investigation. containment and cleanup and any remedial actions uncer the Comprehensive Environmental Responso, Componeution and Ledding Act of 1980 or comparable state superficial law), which Customer may include become responsible for, or suffer by reason of the Sufety-Klasn's tribach of any representation, warranty, term or provision of this Agreement or the the neuligence, intentional misconduct or violation of law of Safety-Kleun, has employees, agents, or subcontractors in the performance of this Agreement.

Customer agrees to indomnify, hold harmless and defend Safety-Room from and against any and all claims, ponalies, losses, damages, costs, expanses and other liabilities of whatever asture (actualing ofthost limitation costs of defense, settlement and reasonable attorney, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law), which Safety-Kleen may froun become responsible for, or suffer by reason of: (a) Obstomer's breach of any representation, warranty, term or provision of this Agreement (b) the negligence, intontional misconduct of violation of law of Quetomer its employees, agents, or subcontractors in the performance of this

In the event that any claims, penalties, iosses, damages, custs, expenses and other liabilities referred to above are contributed to by the breach of contract, negligence, intentional misconduct or violation of law of both Safety-Kleen and Customer, the parties agree that oil some clayers, penalties, losses, damages, costs, expenses and other liabilities shall be apportioned among the parties on the basis of their companies to degrees of fault.

- 2. Customer certifies that all materials tendered to Salety-Ricen are excepting classified, described, packaged, marked and labeled and are in pronocondition for transportation in accordance with aemicable regulations of the Department of Transportation.
- 3. Customer agrees that service beresnder will continue until Customer or Satety-Kiese terminates service. If Customer is a party to a Ope or Two Year Service Agreement or Exclusive Service Guaranteed Pricing with Safety-Kleen, the parties may only tennerate service as provided in area agreement. If Customer is not a party to such an agreement, either party may terminete by furnishing the other party with sixty (60) days prior written notice thereof.
- 4. Customer shall pay Safety-Kleen according to Safety-Kleen's standard price schedules, which schedules are subject to change by Safety-Kleen from time to time without notice; provided, however, that in the event Customer has entered into Safety-Kleen's One or Two Year Service Agreement or Guaranteed Piccing/Exclusive Service Agreement, prices will be as set forth in such agreement. Prices do not include any applicable sales tax. All amounts due Sufety-Kleen are subject to an interest charge of the lesser of 159% per month (18% par annum) or the maximum rute allowed by law on any unpaid invoices that are not east wisher surty (30)
- 5. If any legal action is commenced because of an alleged dispute, weach, default or misrepresentation, the prevailing party shall be entitled to recover attorney's fees and costs (including costs of collection), in addition to any other relief to which it may be antitied.
- 6. In the event the credit card issuer refuses to accept the credit card charge for this transaction set forth on the front of this document. Safety-Kledn's authorized to charge the amount of this transaction to Customer's Safety Kleen account.

Safety-Kleen, its agents and contractors, have the capacity, and are authorized 2. All storage equipment and containers provided by Safety-Kieen shall be and and permitted, in accordance with all applicable laws and regulations, to transport, accept, store, reclaim and/or dispose of the wastes listed on this document. **TAC EPA 01185**